

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION
2015 REQUEST FOR PROPOSALS (RFP) - FITNESS GROUP CONCESSION PARK PERMITS

Proposal Due Date – Monday, March 30, 2015 by 4:00 pm



THE CITY OF SEATTLE DEPARTMENT OF PARKS & RECREATION
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CONTRACTS ADMINISTRATION AND SUPPORT OFFICE
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MAILING ADDRESS AND OFFICE LOCATION:

The City of Seattle Department of Parks & Recreation
Antoinette Daniel, Concessions Coordinator
800 Maynard Ave. S. Suite 300
Seattle, WA 98134

These materials and electronic copies of the forms are available at:
<http://www.seattle.gov/parks/partnerships/rfp.htm>

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SECTION I – INFORMATION REGARDING REQUESTS FOR PROPOSAL

Section I should not be returned to the Department as part of a Proposal.

SECTION II – RFP PROPOSAL QUESTIONNAIRE – THIS SECTION MUST BE RETURNED AS YOUR PROPOSAL WHEN COMPLETED AND SIGNED.

SECTION III – SAMPLE CONCESSION PERMIT

Section III should not be returned to the Department as part of a Proposal.

The information within a proposal is your sole responsibility. You are being asked to provide a clear and concise explanation of your experience in the proposed concessions, provide verifiable client and business references and clearly explain your proposed services for the park. Your financial bid should be clearly written in the space provided and signed by an individual or individuals legally authorized to commit your organization or company.

Ornate and expensive Proposal materials and/or presentations are discouraged. Please include only materials directly applicable to your proposed concession.

**2015 REQUEST FOR PROPOSALS (RFP) - PARK SEASONAL
FITNESS GROUP CONCESSION PERMIT**

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PROPOSAL DUE DATE – MONDAY, MARCH 30, 2015 BY 4:00 PM

SECTION I – INFORMATION REGARDING REQUESTS FOR PROPOSALS - PARK FITNESS GROUP CONCESSIONS AT VARIOUS DEPARTMENT PARK LOCATIONS.

PROPOSAL DUE DATE – MONDAY, MARCH 30, 2015 BY 4:00 PM

OVERVIEW.

This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the City of Seattle, Department of Parks and Recreation for Seasonal Park Fitness Group Concessionaires for selected parks. The Department is seeking proposals from Concessionaires for specific locations in parks. Individual business owners may only apply for two (2) locations in the RFP process; in the event a Park location remains unfilled after awards are announced Parks will consider awarding additional locations to applicants who may already have two (2) locations. The Department is seeking and will select concessionaires that best demonstrate the ability to provide innovative, affordable, safe and reliable services to park patrons while paying reasonable concession fees to the Department. Parks welcomes and encourages proposals from individuals and organizations offering fitness activities and classes that would be complimentary to the existing uses of the park. The Department reserves the right to approve or disapprove any proposed business activity, for any reason, including, but not limited to, safety and liability concerns and logistical issues.

If you are awarded a Concessions Permit you may NOT sell, transfer or give the concession rights to anyone else. You must operate the concession that is awarded to you.

All proposals become the property of the Department and are subject to Public Disclosure laws.

Seasonal Park Fitness Group Concessions are limited to the following City of Seattle Department of Parks and Recreation park locations:

ALKI BEACH PARK. From Western property line 200 feet northwest of West property line AND between 53rd AVE SW and 55th Ave SW within Park

All concession locations must be approved by Parks. No concessions selling foods or beverages will be approved by Parks No overnight and no on-site storage. Please pick up any trash dropped in the park by your customers. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



BITTER LAKE 13035 Linden Ave N

Bitter Lake Playfield is a fun neighborhood park that features lighted tennis courts, lighted ball fields, a wading pool, whirl, and play structure. No overnight and no on-site storage; all concession locations must be approved by Parks. No concessions selling foods or beverages will be approved by Parks. Please pick up any trash dropped in the park by your customers. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



DELRIDGE 4458 Delridge Way SW

The playfield is adjacent to Delridge Community Center and features large open lawn spaces, children's play area, wading pool and skate park. No overnight and no on-site storage; all concession locations must be approved by Parks. No concessions selling foods or beverages will be approved by Parks. Please pick up any trash dropped in the park by your customers. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



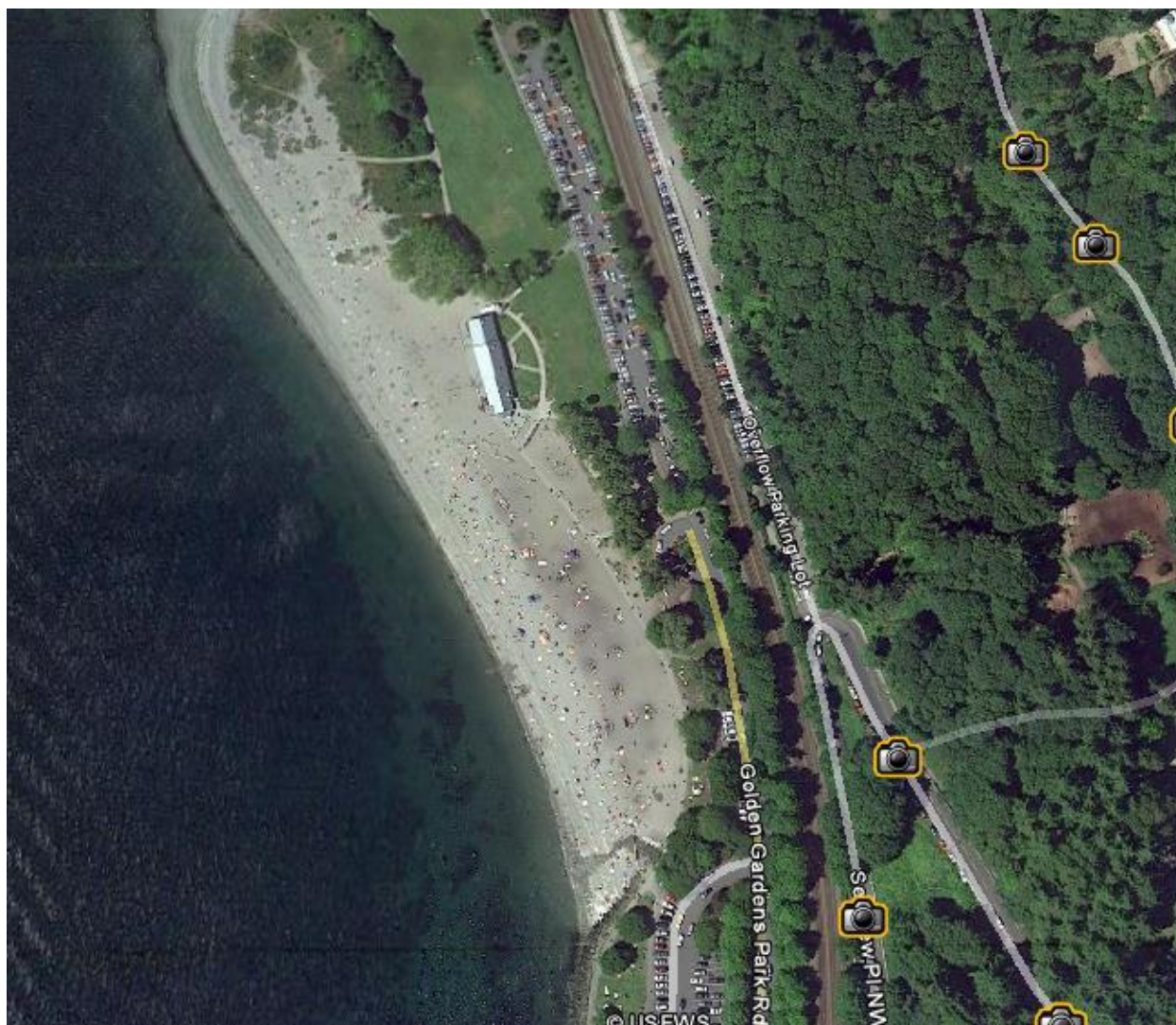
DISCOVERY PARK, 3801 Discovery Park Blvd

It is the largest city park in Seattle, and occupies most of the former Fort Lawton site. No overnight and no on-site storage. Please pick up any trash dropped in the park by your customers; all concession locations must be approved by Parks. No concessions selling foods or beverages will be approved by Parks. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



GOLDEN GARDENS PARK 8498 SEAVIEW PL.NW

Space assignment on the Premises may be changed at any time at the option of the Department. Other types of Concession activities may be considered at other locations within the Park; all concession locations must be approved by Parks. No concessions selling foods or beverages will be approved by Parks. There is no overnight parking. Please pick up any trash dropped in the park by your customers. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



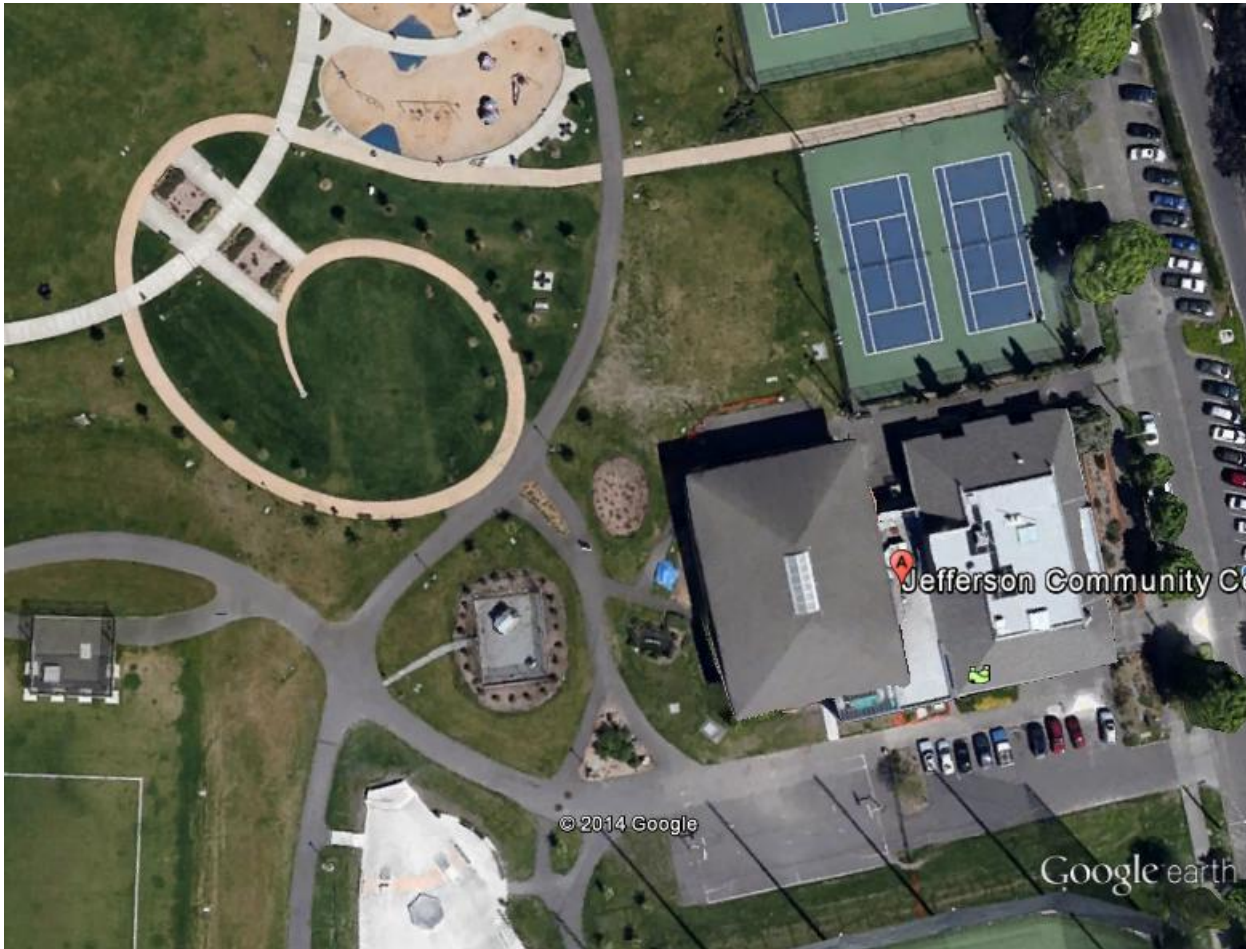
GREEN LAKE 7201 E Green lake Dr. N

Green Lake is one of Seattle's most beloved parks. Its expanse of water and green space in the center of a dense urban neighborhood draws thousands of people daily from all over the city. No overnight and no on-site storage; all concession locations must be approved by Parks. No concessions selling foods or beverages will be approved by Parks. Please pick up any trash dropped in the park by your customers. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



JEFFERSON PARK 3801 Beacon Ave S, 98108

Jefferson Park, the sixth largest park in the city, offers unparalleled views of the Duwamish River, the city and the Olympic Mountains. It is the home to the Jefferson Park Golf Course, the Jefferson Community Center, Jefferson Lawn Bowling, Jefferson Skate Park and Beacon Mountain. No overnight and no on-site storage; all concession locations must be approved by Parks. No concessions selling foods or beverages will be approved by Parks Please pick up any trash dropped in the park by your customers. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



LINCOLN PARK, 8011 FAUNTLEROY WAY SW.

All concession locations must be approved by Parks. No concessions selling foods or beverages will be approved by Parks. There is no overnight parking. Please pick up any trash dropped in the park by your customers. No concessions selling food or beverages will be accepted as part of this RFP; if interested in food vending please refer to 2015 food vending RFP. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



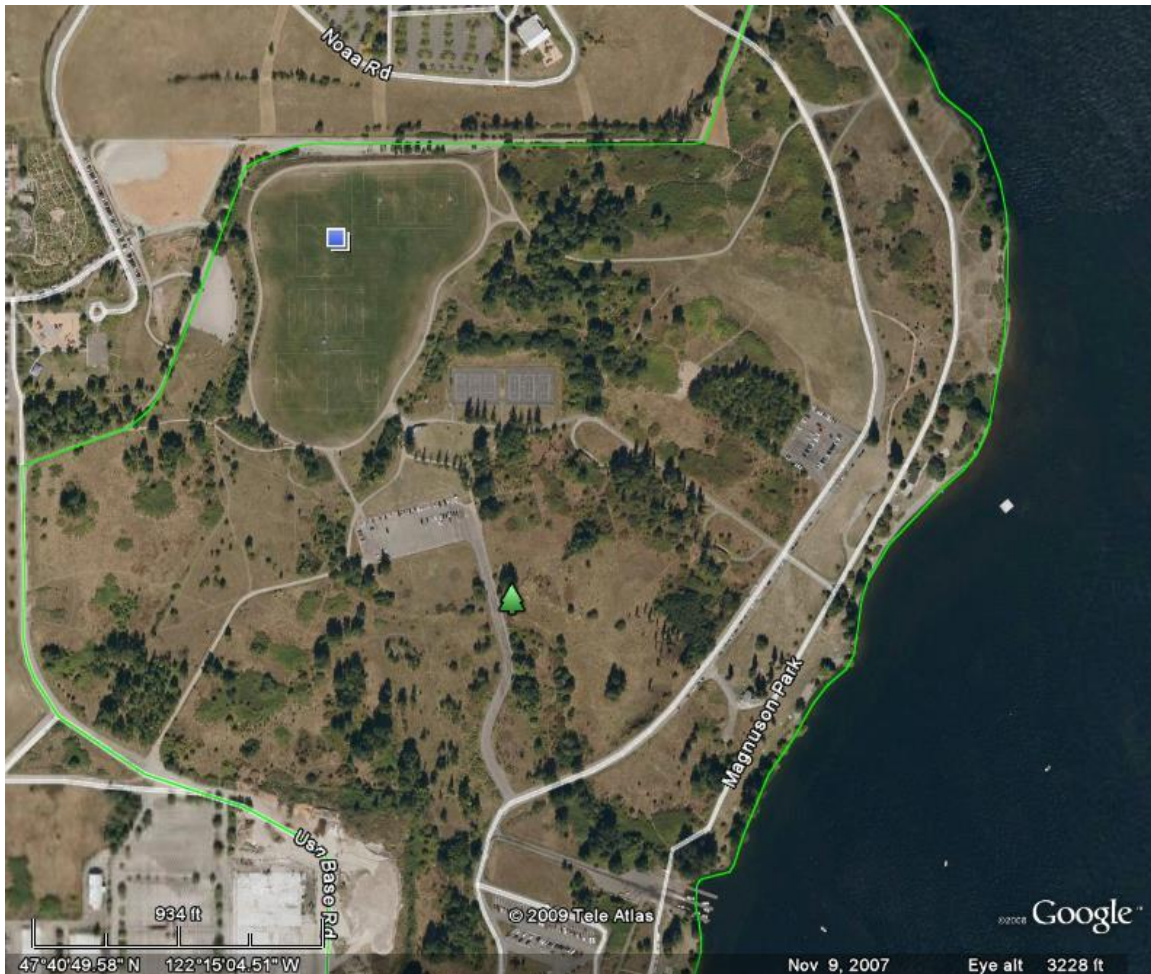
MADRONA, 853 Lake Washington Blvd

Madrona Park and Beach is located on the waterfront on Lake Washington. All concession locations must be approved by Parks. No overnight and no on-site storage. Please pick up any trash dropped in the park by your customers. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



MAGNUSON PARK, 7400 Sand Point Way NE

All concession locations must be approved by Parks. There is no overnight parking. Please pick up any trash dropped in the park by your customers. No concessions selling food or beverages will be accepted as part of this RFP; if interested in food vending please refer to 2015 food vending RFP. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month. Note: Access to the children's play area and off-leash dog park is **not** allowed.



MAPLE LEAF RESEVOIR PARK, 1020 NE 82nd St

The 16 acres of park land will provides a neighborhood park for Northeast Seattle. The design theme “Wind, Waves and Wings” was inspired by a community vision. There is no overnight parking. Please pick up any trash dropped in the park by your customers. No concessions selling food or beverages will be accepted as part of this RFP; if interested in food vending please refer to 2015 food vending RFP. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



MEADOWBROOK PARK, 10533 35th Ave NE

Located near Nathan Hale High School, and Meadowbrook Community Center and pool, Meadowbrook Playfield includes playfields, lighted tennis courts, a children's play area, and meadows. All concession locations must be approved by Parks No overnight and no on-site storage. Please pick up any trash dropped in the park by your customers. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



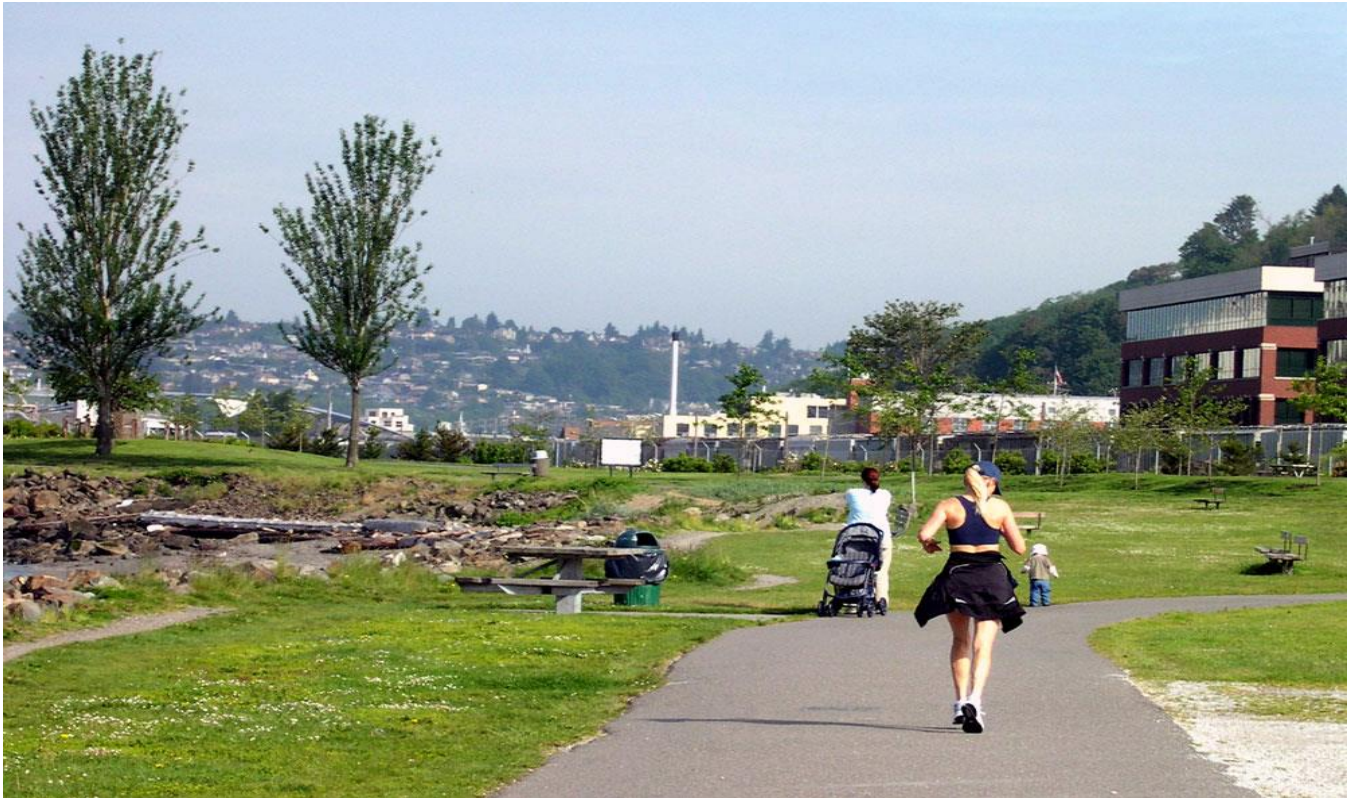
MILLER PARK, 330 19th Ave E, 98112

Located on Capitol hill. There is no overnight parking. Please pick up any trash dropped in the park by your customers. No concessions selling food or beverages will be accepted as part of this RFP; if interested in food vending please refer to 2015 food vending RFP. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



MYRTLE EDWARDS, 3130 Alaskan Way

Myrtle Edwards Park has a 1.25-mile winding bike and pedestrian paths along Elliott Bay, fantastic views of the Olympics Mountains, Mount Rainier, and Puget Sound, easy access from downtown and easy connection to bike paths to Magnolia. Please pick up any trash dropped in the park by your customers. No concessions selling food or beverages will be accepted as part of this RFP; if interested in food vending please refer to 2015 food vending RFP. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



SEWARD PARK, 5895 Lake Washington Blvd S

All concession locations must be approved by Parks. No overnight and no on-site storage. Please pick up any trash dropped in the park by your customers. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month.



The successful Proposer for each park will pay a permit fee of \$75.00. The Concessionaire shall make Concession Fee payments to the Department for the grant received herein, on or before the 10th day of the month (or the first working day for City employees thereafter) following each month of service under this Permit. This payment shall equal the Concession.

RFP EVALUATION

PROPOSED RFP SCHEDULE.

The Department's proposed schedule for review of the Proposals and final selection of Seasonal Concession Operators is as follows:

- February 6, 2015 Advertisement begins.
- February 6, 2015 RFP Packages are available on the Web site, to be picked up, emailed to or mailed out to interested parties.
- February 24, 2015 Concessionaire Meeting from 6 -7pm at the International District/Chinatown Community Center 719 8th Ave S. Seattle, WA
- March 13, 2015 Deadline for written questions to the Department from Proposers.
- March 20, 2015 Deadline for Department written responses to Proposers' questions. Department responses will only be posted on the Department's website. Please check often for updates.
- March 30, 2015 RFP Submittal Deadline by 4:00 PM.
- April 16-17, 2015 Oral interviews – Optional by Department.
- April 22, 2015 Proposers notified of Award.
- May 1, 2015 Permit commencement date.

PROPOSAL SUBMISSION PROCESS.

1. Complete, sign and submit all RFP forms provided by the Department in RFP Section II – Proposal Questionnaire. In order for the Department to evaluate a Proposal, the Proposer must completely answer each question in the Questionnaire. **Incomplete Proposals, Proposals not on the forms supplied by the Department, electronically transmitted Proposals and non-responsive Proposals cannot be evaluated and will be disqualified.** If you have questions, please contact Antoinette Daniel. It is impossible for us to guess what you intended if you leave information out of your proposal therefore please clearly answer each question and explain your proposed service for the park.
2. An official who is legally authorized to bind the organization must sign the Proposal on the Financial Page of the Proposal Questionnaire.
3. A current City of Seattle Business License is required for anyone doing business on City property. Please provide a copy of a current City of Seattle business license in your proposal or be prepared to obtain one before a permit is awarded.
4. Provide all references and materials required by the RFP instructions. Your ability to demonstrate business experience in the proposed concession, provide client references and provide business references. If you have experience and skills please tell us about them.
5. Individual applicants may only apply for two (2) locations in the RFP process; in the event a Park location remains unfilled after awards are announced Parks will consider awarding additional locations to applicants who may already have two (2) locations.
6. All questions regarding this Proposal should be submitted to Antoinette Daniel at the address shown on the cover of this RFP package no later than 4:00 PM on February 13, 2015. No Department operating or maintenance funds will be used to support the proposed concession's operations.
7. All Proposals become the property of the Department. Proposers are advised against submitting any materials that cannot be replaced.
8. Mail, ship or deliver the signed and completed Proposal to the Department at the address provided before the due date and time. Electronically transmitted Proposals, incomplete Proposals, Proposals not on the forms provided by the Department and Proposals that arrive after the due date and time cannot be accepted. Clearly mark the exterior of the RFP package "2015 PARK FITNESS GROUP CONCESSION RFP".

PROPOSAL DEADLINE.

Mailed and hand delivered proposals must be received by the Department no later than 4:00 pm Monday, March 30, 2015 at the following address:

The address for mailed or hand delivered Proposals is:

2015 Seasonal Fitness Groups Concession RFP
Antoinette Daniel, Concessions Coordinator
The City of Seattle Dept. of Parks & Recreation
800 Maynard Ave S. Suite 300 Seattle, WA. 98134

UPDATED INFORMATION

Department responses to questions and additional information and/or changes will only be posted on the Department's website. Please check often for updates. <http://www.seattle.gov/parks/partnerships/rfp.htm>

PRIOR TO BEING AWARDED A PERMIT THE SUCCESSFUL PROPOSERS MUST:

1. Present to the Department acceptable proof of insurance commonly called an Accord form as described in this Permit. Please do not pay for insurance until after you are offered a permit.
2. Provide the Department with a copy of a current City of Seattle Business license.
3. Provide the Department with a completed Washington State Background Check.

PLEASE NOTE:

1. Generally you will not be permitted to place signs in the park.
2. Usually you will not have a parking space in the park.
3. There is no overnight storage for your equipment in the park.
4. Please pick up any trash dropped in the park by your customers.
5. Please submit proposals (or bids) for no more than 2 park locations.
6. If you are awarded a Seasonal Fitness Group Concessions Permit you may NOT sell, transfer or give the concession rights to anyone else.

2015 SEASONAL FITNESS GROUP CONCESSIONS RFP - SECTION II - RFP QUESTIONNAIRE

Page 1 of 3 that must be fully completed and returned to the Department as part of your Proposal.

1. LEGAL NAME OF ORGANIZATION, FIRM, INDIVIDUAL OR PARTNERSHIP SUBMITTING THIS PROPOSAL:

2. ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Address: _____

City: _____ State: _____ Zip: _____

3. THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS PERMIT:

Name: _____ Title: _____

Phone: _____

Email address: _____

Address (If Different): _____

City: _____ State: _____ Zip: _____

4. TYPE OF ORGANIZATION.

Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, etc. Explain any details or factors that are needed to clarify your organizational and financial structure.

5. EXPERIENCE IN PROPOSED BUSINESS.

How long has this organization been in the business that you propose to operate on Department property?

(Enter the number of years in the following blank) _____ years.

Describe the services. _____

6. CITY OF SEATTLE BUSINESS LICENSE.

Does your organization have a current City of Seattle business license? (ANSWER YES OR NO IN THE FOLLOWING SPACE) _____ if yes, then insert a photocopy of your Seattle business license between this page and the next page.

PLEASE BE ADVISED THAT YOU MAY BE ASKED TO PRESENT A CURRENT COPY OF A VALID CITY BUSINESS LICENSE PRIOR TO BEING AWARDED A PERMIT.

2015 SEASONAL FITNESS GROUP CONCESSIONS– SECTION II - RFP QUESTIONNAIRE

Page 2 of 3 that must be fully completed and returned to the Department as part of your Proposal.

7. PROPOSED SERVICES.

(7.A) Describe the services proposed for the Department. Describe the type and features of the service, proposed hours and days of operation and type of equipment. Aspects of your proposed services that you believe best describe your services and business philosophy. Use addition space as necessary by adding pages.

(7.B) What days each week will you be in the park and for how many hours each day?

(7.C) Your business and staff must project an attractive and professional appearance at all times. . How will your employees be attired?

2015 PARK CONCESSIONS RFP- SECTION II - RFP QUESTIONNAIRE

Page 3 of 3 that must be fully completed and returned to the Department as part of your Proposal.

9. FINANCIAL PROPOSAL. Based on your expert experience in the Seasonal Fitness Group Concessions business and having 1) thoroughly read the enclosed contract and RFP documents; 2) asked the Department any questions you may have had about the terms, conditions or responsibilities described; 3) visited the proposed sites; 4) sought legal and financial advice as needed; and 5) researched the applicable laws, ordinances, statutes and regulations, you make the following firm and irrevocable offer to pay concession fees as shown below:

Service Provider shall pay a Permit Fee of \$75.00 per park and pay Seattle Parks a minimum payment per month per park location. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month. Payment is due on or before the 10th calendar day of the month following each month of operation. Session duration will remain at 10-weeks each. "Months" are assumed to be 4 weeks; any month where Service Provider operates for less than 4 weeks may be prorated.

I/WE shall make a minimum concession percentage fee payment \$_____ (express as a dollar amount to be paid each month. (Instructions - Enter a Monthly Dollar Fee Amount above - example "\$40.00). Write out the amount _____ (Dollars per Month Minimum Fee Payment) for example "forty dollars" per month. **Please do not bid on more than 2 parks.**

\$_____ Alki Beach Park
\$_____ Bitter Lake
\$_____ Delridge
\$_____ Discovery Park
\$_____ Green Lake
\$_____ Golden Gardens
\$_____ Jefferson Park
\$_____ Lincoln Park
\$_____ Madrona
\$_____ Magnuson Park
\$_____ Maple Leaf
\$_____ Meadowbrook
\$_____ Miller
\$_____ Myrtle Edwards
\$_____ Seward Park

Submitted by _____
(Name of organization submitting this Proposal)

Signed: _____ Date: _____, 2015
Print Name: _____ Title: _____

A \$75 Permit fee is due when the Permit is issued. Thereafter your minimum fee payment is due on or before the 10th calendar day of the month following each month of operation under this Permit. If you elect to operate in the month of March 2015 then your \$75 permit fee will be deemed to cover this period and no additional fees will be due for March 2015.

THIS IS THE END OF RFP QUESTIONNAIRE.

RFP SECTION III _ SAMPLE CONCESSIONS PERMIT

Permit Number PRM 2015 _____

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION AND PARK CONCESSIONS PERMIT

THIS PARK CONCESSIONS PERMIT is entered into between the City of Seattle, (hereinafter referred to as the "City"), operating through its Department of Parks and Recreation (hereinafter referred to as the "Department") and its Superintendent of Parks and Recreation (hereinafter referred to as the "Superintendent") and _____, (hereinafter referred to as the "Concessionaire").

CONTACT INFORMATION:

Department:

Antoinette Daniel, Concessions Coordinator
800 Maynard Ave. S. Suite #300
Seattle, WA 98134

Phone: (206) 233-0063

Fax: (206) 233-3949

Email: antoinette.daniel@seattle.gov

Concessionaire:

Phone:

Email:

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

PART A: SPECIAL CONDITIONS AND COVENANTS OF PERMIT

A-1 GRANT OF CONCESSION.

The Department hereby grants to the Concessionaire for the full term of this Permit upon the conditions, limitations, reservations and provisions herein, the non-exclusive concession right and privilege to operate a business consisting of Fitness Activities approved by the Department at Department's _____ Park as may be mutually agreed (hereinafter referred to as the "Concessionaire").

A-2 CONCESSIONAIRE.

The Concession Premises shall be at the Department site(s) that includes the Premises shown in Exhibit A. Space assignment on the Premises may be changed at any time at the option of the Department.

A-3 TERM OF PERMIT.

This Permit shall commence on March 3, 2015 and shall expire at 11:59 P.M. on March 31, 2016 unless terminated earlier pursuant to the provisions hereof.

A-4 TERMINATION.

Either party may terminate this Permit by giving the other party written notice of its intention to so terminate.

A-5 CONSIDERATION.

The Concession right and privilege granted herein for the term as specified, is given in exchange for the Concessionaire:

a. MAKING CONCESSION PERCENTAGE FEE PAYMENTS.

Service Provider shall pay a Permit Fee of \$75.00 per park, for 2015 and pay Parks a minimum payment per month per park location. Minimum payment will be calculated as follows: classes with 12 or fewer participants shall pay a minimum of \$40 per month; classes of 13-25 participants shall pay a minimum of \$100 per month; classes of 26 or more participants shall pay a minimum of \$250 per month. Payment will be made at the beginning of each session. Session duration will remain at 10-weeks each. "Months" are assumed to be 4 weeks; any month where Service Provider operates for less than 4 weeks may be prorated

c. PROVIDING CONCESSION EQUIPMENT. The concessionaire shall provide any necessary fitness equipment.

d. **CONCESSIONAIRE PERFORMANCE.**

Satisfying all other conditions and requirements imposed on the Concessionaire by this Permit.

e. **STAFFING, TRAINING AND SUPERVISION.**

The Concessionaire shall at all times staff the Premises with sufficient, well-trained staff to reasonably serve the needs of customers in a safe and efficient manner.

f. **PRICES, AND RETAIL PRICES.**

Prices shall be as mutually agreed from time to time.

A-6 **FINANCES AND PAYMENTS.**

a. **PAYMENT DUE DATES.**

The Concessionaire shall make Concession Fee payments to the Department for the grant received herein, on or before the 10th day of the month (or the first working day for City employees thereafter) following each month of service under this Permit. This payment shall equal the Concession fee.

b. **PAYMENT LOCATION.**

All Concession Fee payments to the Department shall be paid to the person identified on the first page of this permit.

c. **ADMINISTRATIVE CHARGES DUE TO LATE PAYMENT.**

If any payment is not paid to the Department within 10 (Ten) days after the date due, an administrative late charge of \$25.00 (Twenty five dollars) plus 1% (One percent) interest shall be added to the payment due and the total sum shall become immediately due and payable. Additional interest charges of 1% (One percent) shall be added each month that the Concession Fee remains unpaid.

d. **TAXES, LEVIES AND ASSESSMENTS.**

The Concessionaire shall be responsible for and pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed, or otherwise imposed upon the Concessionaire's activities on or occupancy of the Concession Premises, and that are or become payable during the term of this Permit, including but not limited to taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services, equipment and taxes on the Concessionaire's interest in this Permit.

c. **DAYS AND HOURS OF OPERATION.**

The Concessionaire shall, at a minimum, be open to conduct business according to a mutually agreed schedule. The dates and times of operation may be modified from time to time by mutual agreement of the parties hereto.

d. **COMPLIANCE WITH THE LAW.**

The Concessionaire shall comply with all applicable laws of the United States of America and the State of Washington; the Charter and ordinances of the City of Seattle; and rules and regulations of each of them and with orders and directives of public officials implementing the same.

e. **EQUALITY OF TREATMENT.**

The Concessionaire will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

f. **NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT.**

The Concessionaire shall comply with all State and local laws and ordinances prohibiting employment discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

g. **SIGNS.**

The Concessionaire shall obtain the Department's prior approval for all signs, posters and displays to be used on the Premises.

A-8 ENTIRE PERMIT.

This Permit and Exhibits contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise may modify the text or an attachment to this Permit.

The parties to this Permit acknowledge that it is a negotiated Permit, that they have had the opportunity to have this Permit reviewed by their respective legal counsel, and that the terms and conditions of this Permit are not to be construed against any party on the basis of such party's draftsmanship thereof.

A-9 BINDING EFFECT.

This Permit shall be subject to the approval of the Superintendent of the Department of Parks and Recreation and shall not be binding until so approved.

A-10 LICENSES.

The Concessionaire shall provide a copy of its current City of Seattle business license to the Department. The Concessionaire shall keep all licenses current throughout the term of this Permit and shall supply copies of these licenses to the Department at the address shown in this Permit.

A-11 BACKGROUND INVESTIGATION.

The Concessionaire shall provide information requested by the Department about the Concessionaire's personnel for the purposes of a background investigation required by law for all Concessionaire staff. The Concessionaire shall provide the background information annually for each person working on Parks property using the attached form "Permit Exhibit D – Background Check Form".

13 INSURANCE

Prior to the commencement of use of Premises pursuant to this Permit, the Concessionaire shall secure and maintain in force at no expense to the Department at all times during the effective date of this Permit, insurance as described below:

Prior to the commencement of use of Premises pursuant to this Permit, the Concessionaire shall secure and maintain in force at no expense to the City of Seattle at all times during the effective date of this Permit, insurance as described below:

a. COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE including:

1. Premises/Operations
2. Products/Completed Operations
3. Personal/Advertising Injury
4. Contractual Liability
5. Independent Contractors
6. Stop Gap/Employers Liability.

CGL insurance must provide the following minimum limit of liability:

\$1,000,000 (One million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage

Except:

\$1,000,000 (One million dollars) each Offense Personal/Advertising Injury

\$1,000,000 (One million dollars) each Accident/Employee/Disease/

Deductible or self-insured retention in excess of \$5,000 (Five thousand dollars) each loss must be disclosed and is subject to approval by the City's Risk Manager.

b. AUTOMOBILE LIABILITY INSURANCE including coverage for owned, non-owned, leased or hired vehicles as applicable with a minimum limit of liability of \$1,000,000 (One million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage.

c. WORKER'S COMPENSATION INSURANCE

Worker's Compensation to comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations.

d. RATING AND CITY APPROVAL

All policies shall be subject to approval by the City's Risk Manager as to insurer, form and coverage. Insurer must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed

to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker.

e. REQUIREMENTS

Coverage and/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. Said insurance policy(ies) and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the Permit. The City of Seattle shall be an additional insured for primary limits under the CGL and Vehicle Liability insurance either by additional insured endorsements or blanket additional insured policy wording.

f. EVIDENCE OF INSURANCE

Evidence of insurance shall be an Acord Certificate with an additional insured endorsement for CGL per an ISO standard additional insured endorsement CG 20 26 or equivalent. In addition, evidence of not less than 30 (Thirty) days prior written notice of cancellation by insurer shall be provided, except 10 (Ten) days as respects cancellation for non-payment of premium, or as may otherwise be required in Revised Code of Washington (RCW) 48.18.290 ("Cancellation by insurer").

A-14 INDEMNIFICATION.

The Concessionaire shall indemnify and hold the City free and harmless from liability from any and all claims, demands, losses, and any death, injury or disability of any person and/or damage to any property or business occurring on or about the Concession Premises during the Concessionaire's use and occupancy thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the Concessionaire or any of its officers, employees or contractors or subconcessionaires. In the event of suit against the City, Concessionaire shall appear and defend the same, provided Concessionaire is notified in a timely manner of the suit. In the event judgment is rendered against the City, the Concessionaire shall cause the same to be satisfied within 90 (Ninety) days after a final determination thereof, including a final determination of any appeals. Such indemnity shall not include any claims arising as a result of the sole negligence of the City, its employees and agents, but shall include but not be limited to any liability as may arise or occur from concurrent, contributing or joint actions or omissions of the Concessionaire and the City.

A-15 ASSIGNMENT OF PERMIT PROHIBITED.

The Concessionaire shall not assign or transfer this Permit or otherwise convey any concession right or privilege granted hereunder or any part of the Premises unless the approval of the Superintendent is first obtained.

A-16 STANDARDS.

The Concessionaire, its agents and employees, shall render courteous service to the public with a goal of adding to the public use and enjoyment of the park. The Concessionaire shall operate and conduct the business in a businesslike manner, and will not permit any acts or conduct on the part of the Concessionaire's employees that would be inappropriate.

PART B: GENERAL TERMS AND CONDITIONS

B-1 DEFINITIONS.

As used throughout this Permit, the following terms shall have the meanings set forth below unless the context clearly indicates a different meaning is intended:

- a. **CONCESSIONAIRE** means the party granted concessionaire rights and privileges under this Permit.
- b. **CITY** means The City of Seattle and its Department of Parks and Recreation, any division, section, unit or entity of that Department and any of the officers or other officials lawfully representing the Department.
- c. **SUPERINTENDENT** as used herein in regard to the making of inspections, or interpretations; the granting or acquisition of permission, consent, approval, rights, and acting on discretionary matters, etc., shall mean the City's Superintendent of Parks and Recreation or such official's designee.
- d. **DEPARTMENT** shall mean The City of Seattle, Department of Parks and Recreation.

- e. NET SALES shall mean all sales and revenue received during business activity on the Premises reduced only by sales tax collected.

B-2 CLOSURE OF CONCESSION PREMISES.

The Department reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of the Department upon notice to the Concessionaire without notice to meet any emergency as determined by the Superintendent. In the event of any such closure, the Department may post a sign notifying the public of the impending or effective closure. The Department shall not be responsible for the Concessionaire's financial losses arising from any closure.

B-3 SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.

a. AT TERMINATION.

Upon termination or expiration of this Permit, the Concessionaire shall surrender the Concession Premises to the Department. The Concessionaire shall remove all equipment, supplies and merchandise from the Premises by March 31, 20163.

b. CONDITION OF PREMISES.

The Concession Premises shall be surrendered to the Department in as good a condition as at the date of execution of this Permit, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of the Department, and property damaged or destroyed by an uninsured peril or an insured peril where insurance proceeds are paid to the Department.

B-4 LIENS AND ENCUMBRANCES.

The Concessionaire shall keep the Concession Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Concession Premises. At the Department's request, the Concessionaire shall furnish the Department written proof of payment of any item which would or might constitute the basis for such a lien on the Concession Premises if not paid.

B-5 WAIVER.

No action other than a written document from the Department so stating shall constitute a waiver by the Department of any breach or default by Concessionaire nor shall such a document waive the Concessionaire's full compliance with the terms and conditions of the Permit, irrespective of any knowledge the Department may have of such breach, default, or non-compliance. The Department's failure to insist upon full performance or any provision of this Permit shall not be deemed as consent to or acceptance of such incomplete performance in the future.

B-6 SIGNS AND ADVERTISING.

The Department's written approval shall be required for all signs and advertisements on the Concession Premises; and such approval must be obtained prior to posting of any signs.

B-7 CHANGES AND MODIFICATIONS.

The parties hereto reserve the right to amend this Permit from time to time by mutual agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

B-8 APPROVALS BY THE DEPARTMENT OR SUPERINTENDENT.

The granting of approval, consent, or permission or the taking of any other action by the Superintendent pursuant to or in connection with this Permit does not constitute the taking of any official action, including the granting of approval, by any other City department or official where such action is required by law, ordinance, resolution or rule or regulation, before Concessionaire may rightfully commence, maintain, or terminate any particular undertaking under this Permit.

B-9 SEVERABILITY.

Should any term, provision, condition or other portion of this Permit or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Permit that can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

B-10 SUCCESSORS IN INTEREST.

Unless otherwise provided, the terms, covenants, and conditions in this Permit shall apply to and bind any and all heirs, successors, executors, administrators and assigns of the parties, all of whom shall be jointly and severally liable with the original contracting party.

B-11 NO RELATIONSHIP ESTABLISHED.

The Department shall in no event be construed to be a partner, associate or joint venturer of the Concessionaire or any party associated with the Concessionaire. The Concessionaire shall not create any obligation or responsibility on behalf of the Department or bind the Department in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Concession Permit to be executed by their respective representative(s):

CONCESSIONAIRE

_____, 2015
Date

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION

_____, 2015
Charles Ng, Manager Date
Contracts Administration and Support Manager Office

ATTACHMENTS: PERMIT EXHIBIT A – CONESSION MAP OF PARK
PERMIT EXHIBIT B - CONCESSION MONTHLY REPORT OF GROSS SALES
PERMIT EXHIBIT C – EXCLUDED DATES (IF ANY)
PERMIT EXHIBIT D – BACKGROUND CHECK FORM

PERMIT EXHIBIT A –WESTLAKE PARK, 401 PINE STREET

(THIS IS BLANK PAGE ONLY _ EACH PARK WILL HAVE ITS UNIQUE DESCRIPTION)

A separate page will be inserted for this Exhibit in the actual permit\.

PERMIT EXHIBIT B - CONCESSION MONTHLY REPORT OF GROSS SALES

Concessionaire Name: _____

For Month of: _____ Year: 201__

Concession Location: _____ Park

Total Gross Sales Listed On Page 2: \$ _____ . _____ “A”

Less Sales Tax Collected: \$ _____ . _____ “B”

Equals Net Sales (A minus B): \$ _____ . _____ “C”

Concession Fee Dollar Amount From Your Permit: \$ _____ . _____ “D”

Late Fee If Paid After the 10th of the Month \$ 25.00 (E)

Interest If Applicable \$ _____ (F)

TOTAL REMITTED (G = D + E + F) to Parks: \$ _____ . _____ “G”

E & F Are Only Applicable For Late Payments

Make your check payable to “Seattle Parks” and mail your check and this Monthly Report to reach Seattle Parks by the 10th day of the month following the month being reported.

Mail total Payment (“G”) to: The City of Seattle Parks and Recreation, Attn. Antoinette Daniel, Department Concessions Coordinator, 800 Maynard Ave. S. Suite 300, Seattle, WA 98134

I, the undersigned, do hereby certify, under penalty of perjury, that the above gross sales statement is true and correct.

Signed: _____ **Date:** _____, ____ 201__
(month) (day)

Daily Sales Record

Concessionaire Name: _____ For The Month: _____, 2015

Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales	Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales
1	/		\$.	17	/		\$.
2	/		\$.	18	/		\$.
3	/		\$.	19	/		\$.
4	/		\$.	20	/		\$.
5	/		\$.	21	/		\$.
6	/		\$.	22	/		\$.
7	/		\$.	23	/		\$.
8	/		\$.	24	/		\$.
9	/		\$.	25	/		\$.
10	/		\$.	26	/		\$.
11	/		\$.	27	/		\$.
12	/		\$.	28	/		\$.
13	/		\$.	29	/		\$.
14	/		\$.	30	/		\$.
15	/		\$.	31	/		\$.
16	/		\$.		Total of All Days Post To “A” On Page 1		\$. 

Total Each Day's Daily Sales And Post Of All Days The Total Here

Comments: _____

(If you operate more than one concession site then submit a complete set of 2 pages of this Monthly Report for each site.)

PERMIT EXHIBIT C – EXCLUDED DATES

Dates will be added when applicable to the specific park location – a separate page will be inserted for this Exhibit. If dates to be excluded are available when the Permit is issued then the dates will be shown here. _____